

Board Office Use: Legislative File Info.	
File ID Number	13-0247
Introduction Date	3/13/13
Enactment Number	13-0452
Enactment Date	3/13/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education
 From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
 (To be completed by Procurement) 3/13/13

Subject Professional Services Contract -
Oakland Schools Foundation Oakland, CA (contractor, City State)
Coliseum College Preparatory Academy (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Oakland Schools Foundation. Services to be primarily provided to Coliseum College Preparatory Academy for the period of 12/01/2012 through 06/13/2013.

Background
A one paragraph explanation of why the consultant's services are needed.
 Oakland Schools Foundation (OSF) is uniquely positioned to provide the services in the Statement of Work shown in Exhibit A. OSF is dedicated to promoting excellence in Oakland's public schools so that all of our students have the opportunity to achieve. OSF partners with under-resourced schools to support grants funding, community outreach and fundraising, Professional Learning Communities, and finance management. OSF has partnered with over 50 OUSD schools, and 2012-13 will mark the 8th year of providing service to Coliseum College Preparatory Academy.

Discussion
One paragraph summary of the scope of work.
 Approval of a contract for services between OUSD and OSF (Oakland, CA) for the latter to provide fiscal sponsorship and management, resource management, grants prospecting, monitoring and reporting, fact sheets, web site development, photography services and translation services through the period of 12/1/12 to 6/13/13 in an amount not to be exceed \$65,000.

Recommendation Approval of professional services contract between Oakland Unified School District and Oakland Schools Foundation. Services to be primarily provided to Coliseum College Preparatory Academy for the period of 12/01/2012 through 06/13/2013.

Fiscal Impact Funding resource name (please spell out) UNREST - INSTR - 232
not to exceed \$ 65,000.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Oakland Schools Foundation (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 12/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/13/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed sixty five thousand Dollars (\$65,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 5. Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.

6. CONTRACTOR Qualifications / Performance of Services.

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 7. Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Amy Carozza
Site /Dept.: Coliseum College Preparatory Academy
Address: 1390 66th Avenue
Oakland, CA 94621
Phone: (510) 639-3201

CONTRACTOR:

Name: Michael Barr
Title: VP of Finance & Ops
Address: P.O. Box 27148
Oakland CA 94602
Phone: (510) 842-3461

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
 13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
 14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
 15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
Contractor initial: JB
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 12/01/2012 Work shall be completed by: 06/13/2013 Total Fee: \$ 65,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature]
Secretary, Board of Education

3/14/13
Date

3/14/13
Date

CONTRACTOR

[Signature]
Contractor Signature

1/9/13
Date

Michael Barr
Print Name, Title

VP of Finance & Ops

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By: OA

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Approval of a contract for services between OUSD and OSF (Oakland, CA) for the latter to provide fiscal sponsorship and management, resource management, grants prospecting, monitoring and reporting, fact sheets, web site development, photography services and translation services through the period of 12/1/12 to 6/13/13 in an amount not to be exceed \$65,000.

SCOPE OF WORK

Oakland Schools Foundation will provide a maximum of 1,300.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$65,000.00. Services are anticipated to begin on 12/01/2012 and end on 06/13/2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

The services to be provided include:

- Fiscal sponsorship and management
Human resource management for three OSF staff members
Grants prospecting tailored to the school's program needs and priorities
Support for a collaborative grant for Family Engagement
School fact sheets, website development, and email blasts to cultivate community engagement
Collaboration, planning, research and grants prospecting for the Family Engagement Professional Learning Community

In addition, this vendor contract will fund a portion of the costs for a Family Resource Center Director, a Parent Coordinator, a Program Associate, and a Parent School Liaison

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

With the support of Oakland Schools Foundation, CCPA's Family Resource Center and Make the Road Program expect that, of students who entered CCPA prior to ninth grade, 75 percent will graduate high school (meeting all credit requirements and passing the CAHSEE) within four years, and 90 percent will graduate within five years (CCPA acknowledges that many students started school academically behind, and may need an extra year to catch up). Of graduating seniors, CCPA anticipates that 25 percent of students will be accepted at a UC campus, 50 percent will be accepted at a CSU campus, and 25 percent will matriculate at a community college. In 2012-13, the MTR program will serve more than 80 students over the year in coordinating their concurrent enrollment class or internship

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



Service Agreements

School Agrees to:

- Comply with all OSF policies and procedures related to the services described in this Agreement.
- Comply with all deadlines related to the services described in this Agreement.
- Fund the cost of the services described in this Agreement as follows:
 - o 50% of the full year costs no later than December 31, 2012
 - o 75% of the full year costs no later than March 31, 2013
 - o 100% of the full year costs no later than June 30, 2013
- Payment for services will be made via:
 - OUSD Vendor Contract
 - Funds currently available in the School's account with OSF
 - Other (please describe below):

OSF Agrees to:

Provide the services described in this Agreement during the 2012-13 School Year.

School and OSF mutually agree to:

Modify this Agreement to add services not described in this Agreement or to increase the quantities of the services described in this Agreement.

Brian STANLEY
 OSF Executive Director Name

Amey Carozza
 Principal Name

[Signature]
 OSF Executive Director Signature

[Signature]
 Principal Signature

12/17/12
 Date

10/15/12
 Date

FROM THE DESK OF THE EXECUTIVE DIRECTOR



Fellow supporters of Oakland public schools,

As the following pages reflect, the Oakland Schools Foundation (OSF) carries into its tenth year a legacy of connecting Oakland public schools with the resources to support programs our students need most.

OSF's results – like the more than \$23 million we have helped raise for school programs since 2003 – speak for themselves, as do the factors that make this work critical for Oakland. Stark resource and opportunity gaps persist across our state, with California ranking near the bottom in per-student funding. What this means for students in Oakland's under-resourced schools is very real, and it is what drives our staff, every single day.

Entering our second decade as an education fund, we remain focused on our most important measure of success: accelerating student achievement in Oakland's highest-need communities. We help schools generate and manage resources that enrich learning by collaborating with schools on innovative and long-term strategies, and by partnering with the Oakland Unified School District to create equitable outcomes across the city.

I invite you to join us in this work. OSF's commitment to collaboration – with schools, the District, our supporters, and partners – is at the heart of our equity-based vision. I look forward to speaking with you about the information in this Annual Report and about the exciting work ahead of us.

In partnership,

Brian Stanley
Executive Director

510-473-5745

brian@oaklandschoolsfoundation.org



OSF MISSION AND VISION

The Oakland Schools Foundation is a local education fund that secures and manages resources for Oakland public schools in order to support its vision of equity: that all students have the opportunity to achieve excellence.



Students at PLACE @ Pre

"What OSF is doing for schools in the area of resource development, plus their flexibility and responsiveness around finance is so helpful. We identify what we need and they're able to respond to that. We cannot do this work without OSF."

- Mark Triplett, Principal
Urban Promise Academy

OUR PARTNER SCHOOLS

In 2011-12, OSF worked with 36 public schools serving more than 12,000 students.

K-5 SCHOOLS

Acorn Woodland Elementary
Allendale Elementary
Bridges Academy at Melrose
Cleveland Elementary
EnCompass Academy
Fred T. Korematsu Discovery Academy
Futures Elementary
International Community School
Learning Without Limits
Manzanita Community School
Manzanita SEED Elementary School
Martin Luther King, Jr. Elementary
New Highland Academy
PLACE @ Prescott
Reach Academy
RISE Community School
Think College Now

K-8 SCHOOLS

ASCEND
Greenleaf Elementary
Melrose Leadership Academy
Sankofa Academy

MIDDLE SCHOOLS

Alliance Academy
Bret Harte Middle School
Elmhurst Community Prep
Frick Middle School
Roosevelt Middle School
Roots International Academy
United for Success Academy
Urban Promise Academy
West Oakland Middle School

HIGH SCHOOLS

Castlemont High School
Coliseum College Prep Academy
Life Academy of Health
& Bioscience
McClymonds High School
MetWest High School
Oakland International High School

OSF SCHOOL DEMOGRAPHICS

- 80% eligible for free or reduced-price lunch
- 96% students of color
- 60% English Language Learners





OSF SERVICES

FISCAL SPONSORSHIP AND MANAGEMENT

Fiscal management and accountability are key to resource development. As a 501(c)(3), OSF provides schools fiscal sponsorship for grants, donations, and in-kind contributions. We help our partner schools be accountable to their supporters through rigorous budget management and consistent donor follow-up.

HUMAN RESOURCES MANAGEMENT

As a fiscal sponsor for schools, OSF provides contractor and employee administration services for school programs funded by private grants and donations. OSF also employs its own program managers and coaches at schools sites to support school program development and implementation.

RESOURCE DEVELOPMENT

Per-student funding is on a national decline, and California currently spends close to \$3,000 less per student than the national average. The growing resource and opportunity gaps in public education require that we look for resources beyond public funding to support our students. OSF provides grant writing, donor cultivation, and partnership development services to help partner schools generate diverse resource portfolios that support programs critical to student learning and success.

COMMUNICATIONS AND OUTREACH

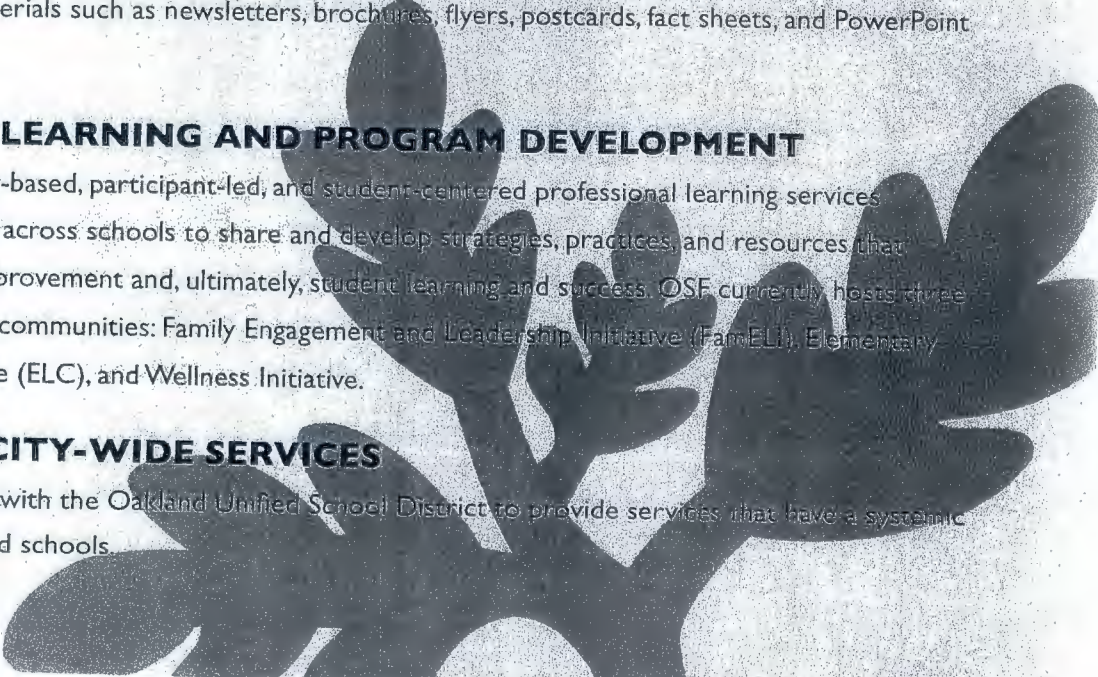
In order to cultivate student enrollment, community and family engagement, and resource development it is important that we share what is happening in our schools. To this end, OSF provides partner schools with communications and outreach services that include branding, website development, social media management, storytelling, mass mailings, photography, videography, and the development of communications materials such as newsletters, brochures, flyers, postcards, fact sheets, and PowerPoint presentations.

PROFESSIONAL LEARNING AND PROGRAM DEVELOPMENT

OSF provides inquiry-based, participant-led, and student-centered professional learning services that convene leaders across schools to share and develop strategies, practices, and resources that cultivate program improvement and, ultimately, student learning and success. OSF currently hosts three professional learning communities: Family Engagement and Leadership Initiative (FamELI), Elementary Literacy Collaborative (ELC), and Wellness Initiative.

DISTRICT AND CITY-WIDE SERVICES

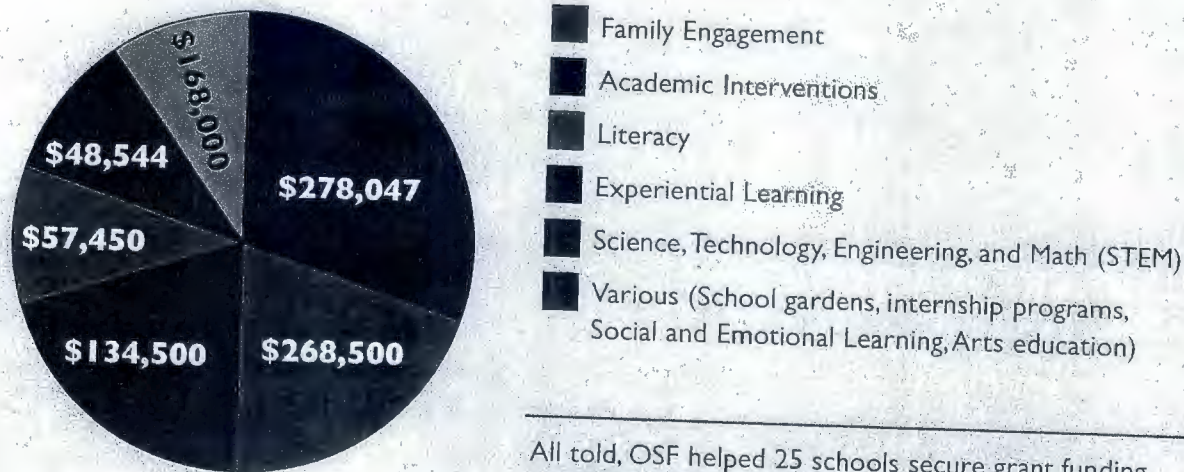
OSF partners closely with the Oakland Unified School District to provide services that have a systemic impact across Oakland schools.



RESULTS AND IMPACT

OSF GRANTS FUNDING FOR SCHOOLS

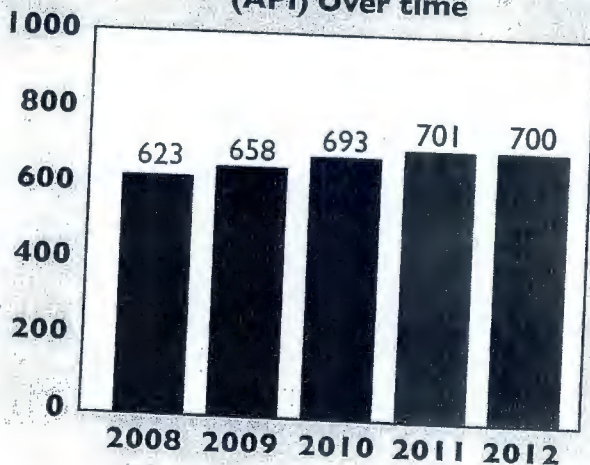
OSF has helped 55 schools raise more than \$23 million in grants for key programs since 2003. The graph below breaks down the major areas of funding.



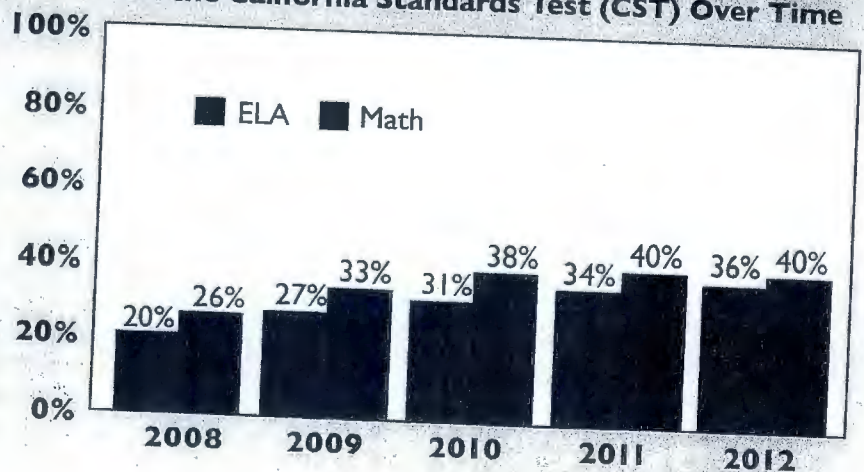
All told, OSF helped 25 schools secure grant funding for 78 programs in 2011-12.

OSF gets a three-to-one return on investment: for each dollar schools invest in OSF, we generate at least three dollars for school programs.

OSF PARTNER SCHOOLS: Academic Performance Index (API) Over time



OSF PARTNER SCHOOLS: Percentage of Students Who Scored Proficient or Advanced in ELA and Math on the California Standards Test (CST) Over Time



STATEMENT OF FINANCIAL POSITION

As of June 30, 2012

ASSETS

Total Current Assets	\$2,105,243
Other Assets	\$4,584
Total Assets	\$2,109,827

LIABILITIES

\$131,169

NET ASSETS

Unrestricted	\$1,313,508
Temporarily Restricted	\$665,150
Total Net Assets	\$1,978,658

TOTAL LIABILITIES AND NET ASSETS	\$2,109,827
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Student at Frick Middle School

STATEMENT OF ACTIVITIES

Year Ended June 30, 2012

SUPPORT AND REVENUE

Support	\$2,038,993
Revenue	\$662,785
Total Support & Revenue	\$2,701,778

EXPENSES

Program	\$2,141,559
Management and general	\$227,932
Fundraising	\$58,076
Total Expenses	\$2,427,567

Change in Net Assets	\$274,211
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Net Assets, Beginning of Year	\$1,704,446
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Net Assets, End of Year	\$1,978,657
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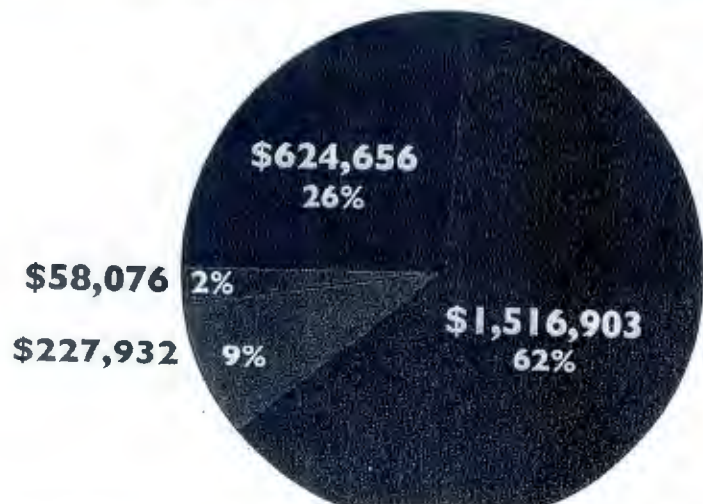
87% of OSF's operating costs go directly to school service.

In other words, OSF spends just 13 cents of every dollar on in-house administrative costs.

BREAKDOWN OF EXPENSES

Year Ended June 30, 2012

- Program Expenses - Services to Schools
- Program Expenses - School Sites
- Management and General
- Fundraising



OSF THANKS THESE FOUNDATIONS, CORPORATIONS, AND INDIVIDUALS FOR THEIR SUPPORT IN 2011-12:

\$50,000+

Anonymous
S.D. Bechtel Jr. Family Foundation
The William H. Donner Foundation
Walter and Elise Haas Fund
Wayne and Gladys Valley Foundation
Zellerbach Family Foundation

\$20,000 to \$50,000

East Bay Community Foundation
Pacific Gas and Electric Company
Wells Fargo

\$10,000 to \$20,000

Irene S. Scully Foundation
Target Foundation
Bernard and Alba Witkin Foundation

\$1000 to \$5000

Alta Alliance Bank
Anonymous
Arntz Family Foundation
Mary Burkhart
Lloyd Lavagetto
Elaine and Chuck Tope and McLaughlin
Dan Quigley
Brian Rogers
Kavindar Singh
Robert Spencer
Brian Steel
Chris Stotka
Ellie and John Sutter

\$500 to \$999

Charlene Akers
Lillian Cordova-Lopez
Rachel Cukierman
Lily Hu
Katrina Kellogg
Jonathan Klein
Richard Marcus
Bruce Mast
Eric Ng
Khalilah Rasheed
Dalya Sachs
Andrea Saltzman
Libby Schaaf
Kenneth Schmier
Marc and Alexis Stice
David Sweet
Bob and Diane Wagner

\$250 to \$499

Stuart and Samantha Block and Nobles-Block
Kevin and Patricia Bohm
Mark Borsuk
Douglas & Amy Boxer
Garrett C. Dailey
Linda Davis
Francisco Devries
Carrie McPherson & Scott Douglass
Education Pioneers
Yew Joo Hoe
Deborah Kaminski
Bryan Tracey and Laurie Lober
Dagmar Serota
Phillip H. Tagami
Miye Takagi
Robert VanWesep
Lyle C. Wing
R. Neil and Susan Vance and Zimmerman

\$100 to \$249

Tarlina Aamir-Balinton
Joseph & Sharon Barrington
Ophelia Basgal and Gary Fitschen
Rachel Benham
Cassandra Benjamin
Amanda Brown-Stevens
Michael Chen
Scott Deskin
Sally Van Etten
Patrick Folan
Mary Foley
Earl Hamlin
Joseph Haraburda
Arthur and Susan Hartinger
C.J. Hirschfield
Charlton Holland
Cornelius Hopper
Benjamin B. & Andrea Johnson & Ravas
Donald and Judith Jones
Jonathan and Amanda Klein
Raleigh Klein
Peter E. Koszalka
Michael & Avis Kowalewski
Jeff Kutash
Ellen Lee
William Lester Jr.
Mike McDermott
Ann Miller and Chuck Raben
Lester Olmstead-Rose

Rachel Reinhard
Deborah Richman
Norma Jean Rogers
Ruth Stroup
Alva & Jennifer Svoboda
William Tom
Virginia Traxler
Sharon Turner
Mary and John Vardigan
Shiehzad Y. Wadalawala
Karola Wilkins
Ian Williams
Jain Williams
Pat and Philip Williams

\$1 to \$99

Voleine Amilcar
Adrienne Blum
Juliet Bonczkowski
Madeleine Clarke
Sam Cunningham
Yvonne Eldridge
Kimberly Nakahara Erickson
John Fanning
Maryellen Ferro
Marian and Roger Gray
Jan Grygier
Jane Klein
Brian Kolodziejcki
Margaret Lamb
Catherine McLane
Robert Menzimer
Toni Moore
Melanie Nuni
Timothy M. Pariani
Carmen Perea
Samuel and Gina Saddik
Ann Segesman
Lia Shigemura
Diana Smith
Franz Snyder
Erika Strochlic Abelson
Tim Sullivan
Crystal Ulrich
Amber Valdez
Dorothy Vance
Madeline Venable
Eva Vincent
Jorgen "Yogi" Vindum
Faye White
Kathryne Young

STAFF

Brian Stanley
Executive Director

Amber Valdez
Associate Director

Benj Vardigan
Communications Manager

Tamara Dukes
Client Services Manager

Alice Kuo
Communications and Outreach Coordinator

Mike Barr
Vice President of Finance and Operations

Joanna Kaplan Rasheed
Manager, Development

Ruth Marcus
Grants Coordinator

Helen Vance
Finance and Administrative Associate

Kenya Broadnax
Special Programs Assistant

BOARD OF DIRECTORS

Vanessa Coleman
Co-President

Robert Spencer
Co-President

Jose Corona
Vice President

Lillian Cordova-Lopez
Secretary

Sedrick Tydus
Treasurer

Samir Bolar
Member-at-Large

Brendan Cullen
Member-at-Large

Jonathan Klein
Member-at-Large

Carrie McPherson Douglass
Member-at-Large

TO CONTACT OSF:

PO Box 27148 Oakland, CA 94602

(510) 510-842-3461 (phone) (510) 225-3350 (fax)

www.oaklandschoolsfoundation.org



**OAKLAND
SCHOOLS
FOUNDATION**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2012

PRODUCER (510)548-8200 x307, Fax(510)548-6145

Fidelity Insurance Service
801 Allston Way
Berkeley, CA 94710
Steven Holland

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Oakland Schools Foundation
P.O. Box 20238

Oakland CA 94620

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NIAC
INSURER B: Markel Insurance Co.
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	201216926NPO	09/15/2012	09/15/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	201216926NPO	09/15/2012	09/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	MWC000026111	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is named Additional Insured with respect to the insured's operations.

CERTIFICATE HOLDER

Oakland Unified School District
1025 Second Avenue
Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Tracy White/TRW



**Search Results Excluded By
Firm, Entity, or Vessel : Oakland Schools Foundation
as of 23-Oct-2012 5:09 PM EDT**

Your search returned no results.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) amy.carozza@ousd.k12.ca.us

Contractor Information

Contractor Name	Oakland Schools Foundation	Agency's Contact	Michael Barr
OUSD Vendor ID #	V053845	Title	VP of Finance & Operations
Street Address	P.O. Box 27148	City	Oakland
		State	CA
		Zip	94602
Telephone	(510) 842-3461	Email (required)	mike@oaklandschoolsfoundation.org
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	12/01/2012	Date work will end	06/13/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours (required)	1,300.00		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	UNREST - INSTR	2321110101	5825	\$ 65,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0307362		Total Contract Amount	\$ 65,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Amy Carozza	Phone	(510) 639-3201
	Site / Department	Coliseum College Preparatory Academy		Fax	(510) 639-3214
	Signature	<i>[Signature]</i>		Date Approved	1-10-13
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>		Date Approved	1-28-13
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature	<i>[Signature]</i>		Date Approved	2-25-2013
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved	Denied - Reason	Date	
Procurement	Date Received	PO Number			

2406